

Permanent Disability Injury Plan Supplemental Policy Conditions

1. Introduction

Various words and phrases have meanings that are specific to this **supplemental policy**. To make this clear, certain words are shown in **bold** and their meaning is explained in the Definitions section. If **you** read a word or phrase in bold, and are unsure of its exact meaning, please refer to the Definitions section.

The **supplemental policy** terms, conditions, limitations and exclusions, **supplemental policy schedule** and any application form used to apply for insurance are **your supplemental policy**. These documents should all be read together. The documents are important so please keep them in a safe place.

This Permanent Disability Injury Plan pays out a cash **benefit** in the event an **insured adult** or **insured child** suffers a permanent **disability** following an **accident**.

We agree to provide the insurance cover described in this **supplemental policy** to insured persons provided that the **premium** is paid when it is due and **we** agree to accept it.

We recommend you review your cover at least on an annual basis to ensure this supplemental policy continues to meet your needs.

2. Who can take out this supplemental policy

To take out this **supplemental policy**, **you** and **your partner** (if selected to be covered) must be:

- Between 18 to 64 (inclusive) years of age at the **supplemental policy start date**;
- **resident** in the **UK**; and
- have an active **accidental death plan policy**, **accident cash plan policy** or **serious illness cash plan policy** provided by us

3. What is covered

We will pay the **policyholder** the Permanent *Disability Benefit* stated on the **supplemental policy schedule** if an **insured adult** or and **insured child** suffers a **disability** as a direct result of an **accident** in the **area of cover**.

4. Limitations to the cover

Benefits

- The level of **benefit** will be that which applies at the date of the **accident**
- **Disability benefits** numbered 1-15 on the **supplemental policy schedule** for an **insured child** are 10% of the **benefit** levels shown for an **insured adult**
- **Permanent total disability benefits** numbered 3 on the **supplemental policy schedule** are not payable once the **insured adult** reaches the age of sixty five (65)

Disability

1. Quadriplegia	Only one benefit from items 1 – 7 may be claimed as the result of one accident and the cover will then cease in respect of that insured adult or insured child
2. Paraplegia	
3. Permanent Total Disability	
4. Loss of use of two limbs	
5. Loss of sight in both eyes	
6. Loss of hearing in both ears	
7. Loss of speech	
8. Loss of use of one limb	More than one benefit can be claimed in respect of items 8 – 15 subject to a maximum lifetime payout
9. Loss of sight in one eye	

10. Loss of hearing in one ear	of £100,000 for an insured adult and £10,000 for an insured child
11. Loss of use of shoulder or hip	
12. Loss of use of elbow, wrist, knee or ankle	
13. Loss of use of thumb	
14. Loss of use of finger or big toe	
15. Loss of use of any other toe	

- **Benefits** from items 12 – 15 listed in the table above cannot be claimed in addition to item 8 if they are part of the same **limb**
- The **disability** must occur within 12 months of the **accident**
- The **insured adult** or **insured child** must survive for 90 days from the date of the **accident**.

Pre-existing Conditions

We will only pay the **benefit** if the **disability** is directly as a result of the **accident**. **Pre-existing conditions** will be taken into consideration in calculating the amount payable in the following cases:

- where the **pre-existing condition** is a physical impairment and the **accident** increases the level of the physical impairment; or
- the **pre-existing condition** is a contributing factor to the claim;

A medical assessment will be converted into a percentage and applied to the **supplemental policy benefit** payable. If the calculated percentage is less than 25% **we** will pay the full **benefit**.

We will obtain the medical assessment from **your doctor**. If they are unable or unwilling to provide this assessment **we** will obtain an assessment from an independent **doctor**.

5. What is not covered

We will not pay the **benefit** if a **disability** is:

- due to any illness, disease or infection and the associated medical treatment, unless directly caused by an **accident**
- due to a naturally occurring condition, degenerative process or medical or mental disorder
- caused by suicide or a self-inflicted injury or any deliberate or reckless act or omission that is expected to cause serious injury or death whether of sound mind or not
- Due to being under the influence of or being affected by alcohol, drugs or medication unless the drugs or medication have been taken in accordance with the manufacturer's instructions or in accordance with a prescription from a registered medical practitioner.
- due to driving or being in control of a vehicle whilst under the influence of, or being affected by and/or with more alcohol in the blood/urine than is allowed in the country in which the **accident** occurs
- as a result of participating in, attempting or acting as an accessory to an unlawful act according to the law of the territory in which the **accident** occurs
- the result of war (whether declared or undeclared), invasion, military action or civil unrest, or occurs whilst on active armed forces service, training or operations
- the result of a medical or surgical procedure unless the procedure was a necessity following an **accident**

6. When your cover starts

Cover starts from the **supplemental policy start date**. Any change in cover starts from the **supplemental policy change date**. Both dates are shown on **your supplemental policy schedule**.

7. When your cover ends

All cover under this **supplemental policy** automatically ends under the following circumstances, whichever occurs first:

- on **your** death;
- if the monthly **premium** is not paid when due;
- the renewal date after **your** 70th birthday;

- the date on which **we** pay **disability benefits** which together with any previous **disability benefits** payments equal the maximum total amount payable under this **supplemental policy** as detailed in Section 4 Limitations to the cover;
- if the **supplemental policy** is cancelled by **you**;
- if the **supplemental policy** is cancelled by **us**;
- if your **accidental death plan policy**, **accident cash plan policy** or **serious illness cash plan policy** is cancelled by **you**;
- if your **accidental death plan policy**, **accident cash plan policy** or **serious illness cash plan policy** is cancelled by **us**; or
- **you** cease to be a **UK resident**.

If **your supplemental policy** includes cover for your **partner** and/or an **insured child**, **your partner** or **insured child** will cease to be covered:

- when they no longer meet the description in section 16 headed Definitions;
- for any **disability** from the date on which we pay them **disability benefits** which together with any previous **disability benefits** payments equal the maximum total amount payable under this **supplemental policy** as detailed in Section 4 Limitations to the cover

Your **partner** will cease to be covered

- on the renewal after their 70th birthday

8. Period of Insurance and Renewal

Your **supplemental policy** is automatically renewed each complete calendar month after the **supplemental policy start date**, provided **you**

- pay the amount of **premiums** set out on the **supplemental policy schedule** (or at the rate in effect at the time of renewal following prior notification by **us**) by the due date; and
- continue to have an active **accidental death plan**, **accident cash plan policy** or **serious illness cash plan policy** with **us**

If **you** do not pay the **premium** as detailed in section 9 below then **your supplemental policy** will not be renewed.

If you cancel your **accidental death plan policy**, **accident cash plan policy** or **serious illness cash plan policy** then your Permanent Disability Injury **supplemental policy** will not be renewed.

9. Paying your premium

The monthly **premium** for **your** cover is shown on **your supplemental policy schedule**. The **premium** includes taxes and surcharges that apply to **you** at the current rate.

You start paying for **your** cover on the **premium** due date shown on **your supplemental policy schedule**; after that **you** pay monthly on the same day each month.

The **premium due date** for your **supplemental policy** must be the same as the **premium due date** for your **accidental death plan policy**, **accident cash plan policy** or **serious illness cash plan policy** and **premium** must be paid using the same payment method

You must advise **us** as soon as reasonably possible of any change that means a **partner** or any **insured child** is no longer eligible for cover on **your supplemental policy** so there is no overpayment of **premium**.

If **you** do not pay the **premium**, **you** have 30 days in which to pay it as long as you continue to meet the **supplemental policy** conditions. If it is not paid during that period, **your supplemental policy** will not be renewed and will automatically be cancelled by **us**. If the **premium** is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

We will reinstate **your supplemental policy** if **you** request **us** to and **you** pay the **premium** within 30 days after the **supplemental policy** has been cancelled by **us**. No insurance cover exists for claims

occurring in the time period after the **supplemental policy** has been cancelled and before **we** receive **your** request for reinstatement of the **supplemental policy**.

We reserve the right to make changes to **your premium**.

If **we** have to change **your premium**, **we** will write to **you** at least 30 days in advance of the **premium** changing. If **you** are unhappy with any of the changes, **you** can exercise **your** right to cancel.

Please note: There may be other charges payable by you to your payment provider. Please contact your payment provider direct if you have any queries regarding their charges.

10. When can you cancel

You may cancel the **supplemental policy** at any time by contacting the Customer Service Centre whose details are shown on **your supplemental policy schedule**.

If **you** cancel at any other time no refund of any part of **your premium** will be made. **You** will continue to be covered by the **supplemental policy** up until the next **premium** due date. No further **premiums** will then be due.

11. When we can cancel

We may cancel the **supplemental policy** at any time by giving **you** at least 30 days written notice to **your** last known address in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish.

We will set out the reason for cancellation in **our** letter. Valid reasons include but are not limited to:

- non payment of a **premium**;
- where **you** are required, in accordance with the terms of this **supplemental policy** to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way which materially affects **our** ability to process an alteration or to defend **our** interests. In this case, **we** may issue a cancellation letter and **we** will cancel **your supplemental policy** if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 30 day cancellation period; or
- Where **we** reasonably suspect fraud.

12. How to make a claim

To make a claim under the **supplemental policy** please contact the Customer Service Centre and ask for a claim form. **We** will ask for details and any relevant information **we** need in order to consider the claim.

We will only pay the **benefit** if any certificates and other evidence which **we** require are provided on request.

The person who is able to claim on **your supplemental policy** will normally be the **policyholder**, or the appropriate representative of the **policyholder**. Contact details can be found on **your supplemental policy schedule**.

We will pay a percentage of the claim of up to 100% of the benefit, based on the medical advice **we** receive from an independent registered medical practitioner on the contribution of the accident leading to the claim event.

Once **we** agree to pay the claim **we** will pay any cash **benefits** promptly and **our** liability in respect of that insured person will cease. No interest is payable by **us** on claim settlements.

If you, or any other insured person, are making a claim under this policy for an event caused by another person, you must notify us as soon as possible and provide the relevant details of the third party.

If you are pursuing a personal claim for damages against that third party, you must provide us with the full name and address of the solicitor handling the action. **We** will then contact the solicitor to

register our interest and seek to recover our own costs, plus interest, in addition to any damages that you may recover or be awarded. This will not affect the claim process or benefit you receive.

If we choose, we also have the right in your name but at our expense to start legal action against a negligent third party to recover payments made to you under this policy.

If you, or any other insured person, recover from the third party (whether or not through legal action) compensation related to their negligence. You must contact us to ensure our share of costs are repaid.

13. General Provisions

13.1 Review of Supplemental Policy Conditions

We may change the terms and conditions of **your supplemental policy**, including the amount of **your premium**, by giving **you** at least 30 days written notice in advance to **your** last known address. If the changes are acceptable to **you**, then this **supplemental policy** will continue. **You** will be able to cancel the **supplemental policy** if **you** do not accept the revised terms.

If **we** give **you** such notice **we** will explain the reason, for example:

- to respond to changes in the law;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice that raise levels of consumer protection;
- to respond to changes in tax rates; or
- to reflect other legitimate cost or **benefit** increases or reductions associated with continuing to provide **you** with the services and **benefits** under **your supplemental policy**.

13.2 Currency

All cash **benefits** and **premiums** are payable in Pounds Sterling.

13.3 Changes to the name and address of the Policyholder

You should inform **Us** about any change to **Your** address and / or name. **We** will continue to communicate with **You** and send notifications to **You** about **Your supplemental policy** to the last known address and name **We** have for **You**. **We** will assume that any communication and / or notification about **Your supplemental policy** that is sent to **Your** last known address has been received by **You**.

13.4 Incorrect information and fraud

You must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to or make a claim on **your supplemental policy**. If **you** are in doubt, please contact **us**.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your supplemental policy** and refuse to pay any claims;
- **We** may not pay the claim in full; or
- The extent of the cover may be affected.

In addition, if **you** or anyone insured under this **supplemental policy** commits or attempts to commit any fraud in relation to this **supplemental policy** or a claim, this **supplemental policy** will become invalid. In this case **you** and anyone insured under this **supplemental policy** will lose all rights to any cash **benefits** and to any return of **premiums** **you** have paid.

13.5 Applicable law, language and jurisdiction

This **supplemental policy** will be governed by English law, and both parties agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** are **resident** in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case

the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by both parties.

Unless otherwise agreed, the terms and conditions and other information relating to this **supplemental policy** will be in English.

13.6 How the Financial Services Compensation Scheme (FSCS) operates

We are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme should **we** be unable to meet **our** liabilities to **you**. This depends on the type of business and the circumstances of the claim. Further information about compensation arrangements are available from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

13.7 Complaints

We aim to provide a good service to **our** customers. However, there may be times when **you** do not feel satisfied with the service **you** have received. If this happens, please help **us** put things right by first contacting **our** Customer Service Centre, whose details are shown on **your supplemental policy schedule**.

Our written complaints procedure is available on request.

If, after following the above procedure, **you** consider that **your** complaint has still not been resolved adequately, **you** may be entitled to refer the matter to the Financial Ombudsman Service.

Address:

Financial Ombudsman Service
Exchange Tower, London E14 9SR.

Telephone:

0800 023 4567 (free from landlines) or
0300 123 9123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website:

www.financial-ombudsman.org.uk

13.8 Supplemental Policy Duplication

Please note that unless it is agreed between **us**, **you** will only be eligible for insurance cover under one **supplemental policy** at any one time.

14. Who regulates us

Stonebridge International Insurance Ltd. is an insurance company providing general insurance products. Our registered office is 14th Floor, 33 Cavendish Square, London, W1G 0PW and our company registration number is 3321734.

Authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority. **Our** Financial Services Register number is 203188. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority (FCA) website www.fca.org.uk/register or by contacting the FCA on: 0800 1116768

15. Data Protection

We are the data controller of any personal information given to **us** about **you** as the **policyholder** and other individuals listed on the **policy**, quote, or claim (as defined in the Data Protection Act 2018 and any successor regulation (DPA)). It is **your** responsibility to ensure that all named individuals listed on the policy are aware of who **we** are and how their information will be processed.

Your Personal Information will be used for the purpose of providing insurance services to

decide if **we** can offer insurance to **you**; to administer **your** policy and to handle claims.

We retain the personal information for the period necessary to fulfil the purposes set out above and **we** may be required to keep this information after **your** policy has ended for legal, regulatory or tax purposes.

We are part of the Embignell Group and **we** may share **your** Personal Information with the Embignell group, reinsurers, business partners and agents to help administer the products and services and to keep **our** regulatory obligations. More information can be found in **our** Privacy Policy which can be viewed online at <http://embignell.com/privacy-policy>

Under Data Protection law, **you** have certain rights **we** need to make **you** aware of. The rights available to **you** depend on **our** reason for processing and retaining **your** information.

You have the right to:

- access the personal information **we** hold about **you**, or anyone else on the policy
- correct personal information **you** think is inaccurate or to update information **you** think is incomplete
- have personal information deleted in certain circumstances
- restrict **us** processing personal information, under certain circumstances
- object to **us** processing personal information, under certain circumstances
- making a complaint

If the complaint cannot be resolved to your satisfaction, you can contact the Information Commissioner's Office who are the Supervisory Authority in the UK protecting the rights of individuals under current Data Protection regulations.

Website: www.ico.org.uk

By post: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

By telephone: 0303 123 1113

If **you** wish to exercise any of **your** rights or for any queries, we have a dedicated Data Protection Officer you can contact.

Contact Details:

By email: dataprotection@embignell.com

By post: Data Protection Team, 39/51 Highgate Road, London NW5 1RT.

The information that **you** have requested will be provided in a suitable format to meet **your** requirements.

The full Data Protection Notice can be viewed online <https://www.stonebridge-insurance.com/data-protection-policy/> or you can request a copy by contacting the Customer Services Team.

16. Definitions

Wherever the following words or expressions appear in **your supplemental policy**, they have the meaning given here:

accident means a sudden, unexpected and unfortunate event that occurs whilst the **supplemental policy** is in force and which results directly from external and violent means.

accidental death plan policy, accident cash plan policy or serious illness cash plan policy means the original insurance policy held by **you** and provided by **us** that this Permanent Disability Injury Plan **supplemental policy** is attached to

area of cover means the geographical area or territory where the **accident** occurs and for which this **policy** provides cover. This is shown on the **schedule**.

benefit means the amount the **insured adult** and **insured child** is covered for on the **supplemental policy**. The cash **benefit(s)** are shown on the **supplemental policy schedule**.

bodily injury means physical injury to an **insured adult** or **insured child** directly caused by an **accident**.

child or **children** means all **children** of the **insured adult** age 18 or younger whose **main residence** is the same as **yours**, or all **children** of the **insured adult** age 22 or younger if in full time education.

disability means:

- **quadriplegia**
 - **paraplegia**
 - **permanent total disability**
 - **loss of use** of two **limbs**
 - **loss of sight** in both eyes
 - **loss of hearing** in both ears
 - **loss of speech**
 - **loss of use** of one **limb**
 - **loss of sight** in one eye
 - **loss of hearing** in one ear
 - **loss of use** of shoulder or elbow, hip, knee, ankle or wrist, thumb, finger or toe
- Each **disability** listed above must be as a direct result of a **bodily injury** caused by an **accident** and must be permanent, total and irreversible, and certified to be as such by a **doctor**.

doctor means a medical practitioner who is duly licensed and legally qualified to diagnose and treat sickness and injuries.

insured adult is the **policyholder** and the **partner** of the **policyholder**, if cover for **partner** has been selected and the appropriate **premium** has been paid.

insured child or **children** is a **child**, or **children**, if cover has been selected and the appropriate **premium** has been paid.

limb means an entire arm or leg.

loss of hearing means the permanent, total and irreversible loss of hearing.

loss of sight means the permanent, total and irreversible loss of sight.

loss of speech means the permanent, total and irreversible loss of speech.

loss of use means actual severance or permanent, complete and irreversible paralysis or loss of movement of an entire specific joint or limb

main residence means the main address where a person lives and has been selected as their main address and is supported by official records.

paraplegia means the total and permanent paralysis of both legs, the bladder and rectum.

partner means the person aged between 18 and 69 at the **supplemental policy start date**, and whose **main residence** is the same as **yours**, is either married to **you**, has a civil partnership with **you**, or has been living with **you** as a couple at the same address for 12 consecutive months.

permanent total disability means the inability of the **insured adult** or **insured child** to either continue in work or gain work in any occupation for which they are suited by way of training, education or employment which in all probability will continue for the rest of their life.

personal information means the data supplied by **you** and other individuals listed on the **supplemental policy**.

policyholder means the person who entered into this contract of insurance and who pays the **premium** and is legally entitled to cancel the **supplemental policy** or change the level of cover.

pre-existing condition means any disease, illness, sickness, naturally occurring condition, degenerative process, medical or mental condition, injury or physical impairment, for which the **insured adult** or **insured child**, at any time in the 2 years before the date of the **accident** has either:

- (a) received medical treatment or advice; or
- (b) has experienced symptoms (whether diagnosed or not).

premium means the costs, including taxes and surcharges, that **you** pay each month for **your** cover under this **supplemental policy**.

quadriplegia means the total and permanent paralysis of both arms and both legs.

resident means having a **main residence** in the **UK**, living in the **UK** for at least 7 months out of every 12 month period, and having a valid **UK** bank account or **UK** credit card or payment method as agreed by **us** for payment of **premiums** in the **UK**.

supplemental policy change date is the date any change was made to **your supplemental policy**.

supplemental policy means the **supplemental policy** terms, conditions, limitations and exclusions, the **supplemental policy schedule** and the application form, where applicable. The **benefits** provided by this Accident Cash Plan, and shown on the **supplemental policy schedule**, are in addition to the **benefits We** provide under your **accidental death plan policy, accident cash plan policy** or **serious illness cash plan policy**. All of the documents should be read together.

supplemental policy schedule is the document that forms part of **your supplemental policy**; it includes important information that is specific to **your** insurance.

supplemental policy start date means the day, month and year on which **your** cover begins as shown on the **supplemental policy schedule**.

UK means the United Kingdom comprising England, Scotland, Wales and Northern Ireland, plus the Isle of Man and the Channel Islands.

we, us or **our** refers to Stonebridge International Insurance Ltd., the insurer of this **supplemental policy**.

you, your and **yours** means the **policyholder**.